

CITY OF TUCSON CONTRACT NO. 0130-97

AG Contract No. KR96 2186TRN
ADOT ECS File No. JPA 96-143
Project: HX 050 01C/Traffic Signal
Location: SR-86 at Holiday Isle

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF TUCSON

THIS AGREEMENT is entered into 15 January, 1997, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF TUCSON, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in the design, construction, operation and maintenance of a warranted traffic signal at the intersection of SR-86 at Holiday Isle, at an estimated cost of \$170,000.00, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>21308</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/15/97</u>
<u>Jane Lee Hall</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE OF WORK

1. The City will:

a. Provide to State standards design plans, specifications, studies and such other documents and services required for construction bidding and construction. Incorporate State review comments.

b. Call for bids and award one or more contracts for the construction of the signal. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason.

c. Be responsible for any future communication line costs required for signal progression. Upon completion, approve and accept the traffic signal as complete upon behalf of the parties hereto, and provide maintenance and electric energy to operate the signal.

d. During July 1997, invoice the State in an amount not to exceed \$80,000.00 as the State's share of the cost of the signal construction.

2. The State will:

a. Review the design documents and provide comments.

b. On or about 30 July 1997, pay the City \$80,000.00 as the State's share of the cost of the signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said signal; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tucson
City Manager
PO Box 27210
Tucson, AZ 85726-7210

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

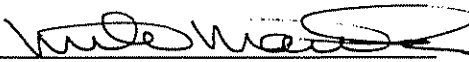
STATE OF ARIZONA
Department of Transportation

By



GEORGE MILLER
Mayor

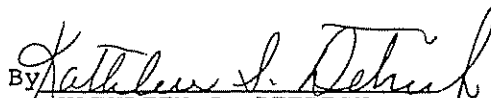
By



MICHAEL P. MANTHEY
State Traffic Engineer

ATTEST

By




KATHLEEN S. DETRICK
City Clerk

RESOLUTION

BE IT RESOLVED on this 30th day of September 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for the design, construction and maintenance of a traffic signal at SR-86B @ Holiday Isle in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


for LARRY S. BONINE
Director

ADOPTED BY THE
MAYOR AND COUNCIL
DEC 16 1996

RESOLUTION NO. 17500

RELATING TO TRANSPORTATION; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE AJO WAY (SR-86) AT HOLIDAY ISLE BOULEVARD TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona Department of Transportation for the Ajo Way (SR-86) at Holiday Isle Boulevard traffic signal and intersection improvements, attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

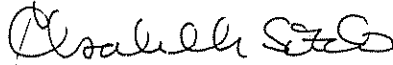
SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 26 day of MAY, 1996.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-2186TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED January 8, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:cl/3010